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Title: **Cattaraugus-Allegany-Erie-Wyoming Counties Board of Cooperative Educational Services (BOCES) Sole Supervisory District and Board of Cooperative Educational Services (BOCES) Educational Support Personnel Association (1998)**

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Union: **Board of Cooperative Educational Services (BOCES) Educational Support Personnel Association**

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GEN

CLASSIFIED EMPLOYEES Agreement

1004
6597



**BOCES Educational Support Personnel Association
and the District Superintendent of the
Board Of Cooperative Educational Services (BOCES)
of the Sole Supervisory District of
Cattaraugus-Allegany-Erie-Wyoming Counties**

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

1998-

CONTRACT EXTENDED
TO 2006

267

CLASSIFIED EMPLOYEES' AGREEMENT

Between

**CATTARAUGUS - ALLEGANY - ERIE - WYOMING COUNTIES BOCES
DISTRICT SUPERINTENDENT**

And

**CATTARAUGUS - ALLEGANY - ERIE - WYOMING COUNTIES BOCES
EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
(BESPA-C/A NEA/N.Y.)**

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2 Days	Advance notice to review personnel file
1 Day	Notice to use an association day
7 Days	Notice to participate in union conference (?)
Feb 1	Employee list provided to BESP
Oct 1	Employee list provided to BESP
June 30	Last day for Teacher Aides to request transfer
July 15	Teacher Aide Bid sheets mailed
August 20	Teacher Aide assignments mailed
July 1	Final date for 10 mos. employees to elect 21/25 or 22/26 payment plan
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ARTICLE NO. 1 - RECOGNITION

Section 1: The Board of Cooperative Educational Services recognizes the BESPAC/A as the sole and exclusive representative for all non-instructional employees covered under the Collective Bargaining Unit as set forth in Appendix C for the purpose of collective negotiations to determine wages, terms and conditions of employment, processing and settling of grievances, and administration of terms and conditions of employment contained in the agreement as well as for all other matters affecting the terms and conditions of employment of the aforementioned employees. BESPAC shall have sole and exclusive representative rights for the term of this Agreement as allowed by law.

Section 2: The BESPAC affirms that it does not assert the right to strike against the Employer nor shall it cause, instigate, condone or encourage a strike for the term of this Agreement.

Section 3: The Employer agrees that it will not lock out any employee or group of employees covered under this Agreement.

ARTICLE NO. 2 - COLLECTIVE BARGAINING UNIT

BOCES recognizes the BESPAC/A as the exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other terms and conditions of employment as set forth in Article No. 1 for all of its unit employees which were found to be a part of the Collective Bargaining Unit pursuant to Case No. C-3594 of the Public Employment Relations Board of the State of New York. **The unit is composed of the positions identified in appendix C.**

ARTICLE NO. 3 - RIGHTS OF THE EMPLOYER

Except as otherwise specifically provided in this Agreement, the Employer shall have the customary and usual rights, powers and functions to direct the employees, to hire, promote, suspend and to take disciplinary action and to otherwise take whatever actions are necessary to carry out the mission of the employer pursuant to existing practices unless altered by this Agreement.

ARTICLE NO. 4 - DUES, CHECKOFF & PAYROLL DEDUCTIONS

Section 1: Dues deductions – The district will make one deduction each pay period for BESPA dues from the wages of those employees who have filed signed, authorization forms, with the Business Office. These deductions shall be continuous until such time as the employee cancels them in writing. From the wages of each employee who does not have a dues deduction authorization form on file, the District will make one deduction each pay period for agency fee. Any employee regularly scheduled to work less than twelve (12) hours per week shall not be required to pay agency fee. Not later than July 1st of each fiscal year, the BESPA shall certify in writing to the Board office the amount of any change in BESPA dues or agency fee for that fiscal year.

Section 2: Other Payroll Deductions – BOCES agrees to deduct, upon proper written authorization from an employee, up to three (3) other separate deductions from the wages of the employee and to remit such deductions to the proper agency as designated by the employee. With the exception of Section 1 of this Article, BOCES will not entertain any payroll deductions unless ten (10) or more employees elect the same agency for payroll deductions. These deductions shall be exclusive of and in addition to the deductions made by BOCES for Association dues.

ARTICLE NO. 5 - EMPLOYEE LISTS/JOB DESCRIPTION/

BOARD MINUTES/BOARD POLICIES

Section 1: Employee Lists:

- A.** BOCES agrees to provide the BESPAC/A Unit President, & Treasurer twice a fiscal year on October 1 and February 1, a complete list of all non-teaching employees of BOCES. Such list shall contain the name, home address, work locations and position or title of the employees and the date of hire.
- B.** BOCES agrees to provide the BESPAC/A Unit President & Treasurer the name, home address, and position or title of all newly hired, promoted, separated or personal leave members of the bargaining unit on a monthly basis.

Section 2: Job Descriptions - Job descriptions shall be available to all bargaining unit members and to all new employees when hired by the district. The description will include at a minimum the following:

- Job title and description
- Minimum qualifications
- A general statement of required tasks and responsibilities
- Position/Title of immediate supervisor

Section 3: Board Minutes - The BOCES will send copies of the Board meeting agenda to the BESPAC President at the same time they are sent to the Board members. Likewise copies of the Board minutes will be sent to the BESPAC President following the Board meetings.

Section 4: Board Policies - BOCES will furnish the BESPAC a copy of the current board policy manual and provide the BESPAC with periodic updates as board policy is amended.

ARTICLE NO. 6 - DEFINITIONS OF EMPLOYEES

For purposes of this contract, the following definitions shall apply:

Full-time Employee(s) - an employee who works at least

30 hours per week but not more than 37½ hours per week.

Part-time Employee(pro-rated benefits) - an employee of BOCES who works

at least 20 hours per week, but less than 30 hours per week.

Part-time Employee (no benefits)- an employee who works less than 20 hours per week.

Temporary - an employee who is employed less than 26 consecutive weeks.

ARTICLE NO. 7 - VACANCIES/REASSIGNMENTS/PROMOTIONS

Section 1: Job Posting

- A. Vacancies** – If the district decides to fill a vacancy or to establish a new position, the District shall post a notice of the vacancy or new position within 30 days. This notice shall list the job title, pay range, minimum qualifications, work location, immediate supervisor, hours of work, the date by which applications must be submitted in order to be considered (within ten (10) days from the posting date), and whether the position is competitive or noncompetitive. The notice shall remain posted on BOCES-provided Association bulletin boards at the three (3) centers for at least five (5) consecutive workdays prior to the last date of application. ***Copies of the notice shall be sent to designated unit representatives identified by the union president.*** A copy of the notice shall be sent to the BESPAs president on the first day of the posting.

B. Summer Employment – Opportunities for summer employment for ten (10) month employees shall be posted in a similar manner. In addition, employees who wish to work in the summer may file standby applications for summer employment after May 15 so that if work becomes available, BOCES will consider them.

Section 2: Reassignments

A. Noncompetitive, labor class – The employer shall announce the existence of a vacancy in accordance with the posting procedures provided herein, allowing employees already in the title to apply for a reassignment to the vacant position. The employer shall reassign the applying employee with the most seniority to the vacant position. After all reassignments are completed, the remaining vacancies shall be offered on a promotional basis in accordance with Section 3 below.

B. Teacher aide – Teacher aides shall follow the bidding process below when reassignment is desired:

1. Aides shall be permitted to file requests for voluntary transfer on or before June 30.
2. The BOCES personnel office will compile and post a master list of all open positions. Open positions are defined as:
 - positions **that opened and were filled** during the previous school year from July 15 to June 30; **or**
 - positions being vacated due to employee turnover or retirement; or
 - positions that now become open because employees are requesting voluntary transfer.

A copy of this list and a bid sheet will be sent to each teacher aide who has requested a voluntary transfer by July 15.

3. Teacher aides may bid on four (4) assignments in order of preference and return the bid sheets to the Personnel Office by August 1, being sure to keep the bottom copy for themselves. **An aide may choose the assignment that he/she is vacating as one of his/her choices.**
4. Assignments will be filled by seniority. The most senior aide's requests will be considered first, second most senior next, etc. When an aide's four assignment choices have been taken by more senior bidders, then that aide may be assigned by BOCES. BOCES will attempt, in good faith, to give consideration to geography, travel time to work, and working hours. This process will be completed whenever possible and aides notified of their next year's assignments by August 20.

Section 3: Promotion – A promotion is defined for purpose of this Article as appointment to a position which has a starting salary assigned in Appendix C which exceeds the starting salary for the position presently held by the employee by more than Four Hundred Dollars (\$400). An employee who is promoted shall be paid according to Article 10, Section 6.

A. Noncompetitive and Labor Class – When a promotional opportunity becomes available in a noncompetitive or labor class position, all employees in groups 1-4 (as defined in Appendix C) shall be allowed to apply for promotion within their group. If the minimum qualifications as determined by the Civil Service Commission as contained in the job specifications of two or more of the applying employees are equal, the applying employee with the most seniority shall receive the promotion. If none of the present employees apply or if none of the present

employees are qualified in the estimation of the employer, the employer may hire a new employee for the position.

B. Competitive – Promotional and reassignment opportunities for competitive employees shall be in accordance with Civil Service law, rules, and regulations with the following exception: reassignments shall take place prior to promotional opportunities being offered in accordance with the procedures set forth in Section 2(A) of this Article.

Section 4: Full-time Probationary, Full-time Permanent - Full-time permanent employees will be considered for reassignment or promotion to noncompetitive and labor class positions prior to full-time probationary employees once all candidates of Sections 2 & 3 above are satisfied. Full-time probationary and full-time permanent employees will be considered for reassignment or promotion before temporary or part-time employees.

Section 5: A temporary or part-time employee may be considered for a permanent position once all conditions of Sections 2 & 3 & 4 above are satisfied.

ARTICLE NO. 8 - LAYOFF, BUMPING AND RECALL PROVISIONS

Section 1: Definitions

Seniority shall be defined as the length of continuous service with the employer from the most recent date of hire of the employee(s).

Title Seniority shall be defined as the length of continuous service of an employee since most recent date of hire or promotion to that title.

Continuous Service – Continuous service shall include those periods when an employee is on the employer's payroll and those periods when an employee is: (a) on leave of absence, (b) on layoff, (c) absent from and unable to perform the duties of his/her position by reason of a disability resulting from occupational injury or disease

and (d) such other periods of service, if any, as Civil Service Law requires to be treated as part of the employee's continuous service.

Long Term Substitutes - Long term substitutes who are subsequently hired for a regular position in the same job classification without a break in service will have their seniority credited to the date of hire for their long-term substitution upon successful completion of their probationary period.

Section 2: Competitive Employee Layoffs - All competitive employees shall be governed under the appropriate provisions of the Civil Service Law as it pertains to layoff, bumping and recall.

Section 3: Non-Competitive & Labor Class Layoffs - Employees in non-competitive and labor class positions may exercise seniority and/or title seniority bumping, layoff or recall rights as indicated in Appendix A.

Section 4: Work in Lower Classification - An employee who is laid off and chooses to exercise his/her right to bump shall enter the lower classification at the lower salary level closest to his/her present salary and in addition shall receive fifty percent (50%) of the difference between the two (2) salaries. In addition, in the event that a vacancy is created in the employee's previous classification, the bumping employee shall move back into his/her previous classification at the salary step he/she would have received if he/she did not exercise his/her right to bump. Upon return to the payroll, a laid off employee's benefits, rights and privileges shall be returned to the laid off employee pursuant to law.

Section 5: Loss of Seniority - Subject to applicable provisions of the Civil Service Law, if any, an employee loses his seniority only when one of the following occurs: He/she resigns (unless he/she is reinstated within the period permitted by any provision of the Civil Service Law applicable to him/her), he/she is discharged, he/she retires or he/she refuses a recall.

ARTICLE NO. 9 – WORK DAY/WORK YEAR

Section 1: Monday-Friday Workday - Each full-time employee, with the exception of the positions reception clerk, cleaner, maintenance worker, maintenance mechanic, senior maintenance mechanic, electronic equipment technician, and senior electronic equipment technician shall work daily consecutive hours, Monday through Friday, with a thirty (30) minute unpaid lunch break during each work day.

Section 2: Saturday Workday - Each full-time employee in the positions of reception clerk, cleaner, maintenance worker, maintenance mechanic, senior maintenance mechanic, electronic equipment technician, and senior electronic equipment technician shall work daily consecutive hours within a five day week, scheduled Monday through Friday, with a thirty (30) minute unpaid lunch break during each work day. Saturday work will be identified by administration when needed. Assignments will be made in the following order: (1) All employees within these titles will be offered an opportunity to work a weekly schedule to include Saturdays as identified; (2) All employees within these titles will be offered an opportunity to work overtime on Saturdays as identified; (3) If no volunteers are available to cover Saturday work, assignment will be made by seniority within the identified position titles beginning with the least senior employee. Current employees working a five-day workweek that includes Saturdays will continue to do so. New hires as of 7/1/99 may be required to work a five-day week, scheduled Monday through Saturday.

Section 3: Teacher Aide Work Year - All Teacher Aides and Nurses covered by this contract shall work on a 180 (one hundred and eighty) day year and/or periods of pupil attendance between the first day of school in September and June 30 each year with

daily work scheduled between Monday and Friday set by BOCES management. An extension of the work year of a Teacher Aide shall be allowed provided the Teacher Aide is agreeable to the extension. The School Nurse may be expected to report the week prior to the opening day of school.

Section 4: Rest Periods - Each **full-time** employee covered under this Agreement shall receive two (2) fifteen (15) minute rest periods during his/her normal workday away from his/her workstation. Part-time employees will receive one (1) fifteen (15) minute rest period for each consecutive 3½ hour period of work. **An employee has the obligation to return to the work station on a timely basis following a rest period.**

Section 5: Field Trips - Any Teacher Aide who is required to take part in a field trip shall be paid for all hours worked including lunch. No teacher aide will take part in a field trip beyond the regular work day without prior written authorization from the director specifying the hours to be worked and the number hours to be compensated. If unforeseen circumstances arise, a teacher aide shall be compensated for all additional time worked.

ARTICLE NO. 10 – COMPENSATION

Section 1: Base Salary – Effective July 1, 1998 all personnel covered by this contract shall receive salary adjustments in accordance with the following process.

- A. Data** - A compilation of the previous school year's salary data and settlement agreements, from similar bargaining units, of the component districts in the Cattaraugus-Allegany BOCES will be made available to the negotiating committee. Example: The 1997-98 data will be used to calculate the 1998-99 dollars available for distribution and salary adjustments.

B. Salary Adjustment Calculation - The negotiations committee will use the salary and settlement data to establish a percentage adjustment for determining new money available for salary adjustments. The data will be used to determine an average of all district settlements that have resulted from contract negotiations, which are completed by December 1. If a minimum of 16 districts have not settled by December 1, the BOCES settlement will be delayed until such time as a minimum of 16 districts have settled. Below is a five-year chart explaining what data will be used to determine a settlement for each year of this contract.

<u>Data</u>	<u>Date</u>	<u>Settlement Year</u>
1997-98	12/1/97	1998-99
1998-99	12/1/98	1999-2000
1999-2000	12/1/99	2000-01
2000-01	12/1/2000	2001-02
2001-02	12/1/2001	2002-03

- C. Settlement Data - The total gross base salaries of unit members on the BOCES payroll as of December 1 will be used to calculate the new money available for salary adjustments. Gross base salaries exclude, stipends, and additional pay in lieu of benefits.**
- D. Discrepancies in Data - The negotiating committee will resolve any discrepancies in reported district settlements. If the committee is unable to resolve the discrepancy then they will average the two figures together based upon each teams' data.**
- E. Distribution - The negotiating committee will determine how the new money will be distributed. First preference will be given to salaries of unit members who fall below the average of the component district pay based on the available data.**

- F. Leveling Percentage - For each of the first three years of this contract only, an additional amount of money, equal to 2% of the gross base salary each year, will be available to apply toward salaries of unit members who fall significantly below the average salaries paid by component districts to employees in the same job titles.**
- G. New Employee Salary Adjustment - Unit members hired after January 1 of a school year will not receive a salary increase, other than adjustments to starting rate, until July 1 of the following calendar year.**
- H. Salary Notice - Each employee will be provided with a salary notice for the school year by October 15. If negotiations for a successor Agreement have not been concluded by October 15, the salary notice will be provided as soon as possible after negotiations have been completed.**

Section 2: Grant Funded Positions –

- A.** BOCES agrees to use all reasonable effort to pay externally funded program employees the same pay as regular employees in the same title position with the same seniority in title as long as such salary will be paid fully from funds outside the general BOCES budget which shall include the salary increase of Section 1 of this Article.
- B.** All personnel hired, pursuant to externally funded grants or funds provided by other than the BOCES general fund budget to fill positions within this bargaining unit, shall hold such positions only for the length of the externally funded program. The employee's employment shall cease when the funding is terminated. While employed, the employee shall be covered by all provisions of this contract except for the items enumerated in Article 11, Leaves and Article 16, Vacation.

Section 3: Longevity – Three longevity increments will be paid to unit members who qualify.

- A. Ten Years** - After completion of ten years service, computed as of October 1 of each year, a longevity increment of sixteen cents (\$.16) per hour shall be paid. This payment will become part of the regular hourly rate and will be adjusted each year at the same average percentage as determined in Section 1, Paragraph B of this article.
- B. Fifteen Years** - After completion of the fifteenth (15) year of service, computed as of October 1 of each year, the longevity increment will be increased by eight cents (\$.08) per hour. This additional increment will become part of the regular hourly rate and will be adjusted each year of the same average percentage as determined in Section 1, Paragraph B of this article.
- C. Twenty Years** - After completion of the twentieth (20th) year of service, computed as of October 1 at each year, the longevity increment will be increased by eight cents (\$.08) per hour. This additional increment will become part of the regular hourly rate and will be adjusted each year at the same average percentage as determined in Section 1, Paragraph B of this article.
- D. Effective Date of Payment** - Payment of longevity increments will be made on an hourly basis beginning in the first pay period following the October 1 eligibility in a given year in which the employee qualifies. An employee who works less than one-half the days of his/her normal work year receives no longevity credit for that year.

Section 4: Hiring Above Minimum Salary –

BOCES may hire new employees above the starting salary. If the new employee will be hired at a starting salary above that of existing unit members in the same title, the starting salary will be based upon comparable education, qualifications and/or work experience to existing unit members.

Section 5: Payment for Second Language Skills - Teacher Aides required to have a second language skill in order to perform the duties of their assignment, as determined by the Division Director, will receive additional compensation of \$.50/hr. for the duration of that assignment. This compensation will become effective July 1, 1999.

Section 6: Payment Increase for Promotions –

- A.** Any employee who is promoted from one job title to a higher job title shall be paid the starting rate, pro-rata, for the new position. If the starting rate is less than \$500 above the employees' current salary for their old position, the employee will receive their current salary plus the \$500, pro-rata, minimum increase for the new position.
- B. Administration may grant a promoted employee a salary increase, pro-rated, equal to a minimum of 3% of the employees base salary for their old position to a maximum of a 10% increase. In no case shall the employee receive a raise less than the \$500 indicated in Section 6A unless conditions in Paragraph C exist.**
- C. Salary Increase as Related to Other Employees –** A promoted employee shall not be paid more than an employee, with the same number of years, working in the new job category. In that event, the promoted employee shall be paid the same as the unit employee currently in the job title with the same length of service credit.

Section 7: Pay Periods – All salaries and hourly rates, including allowable holidays will be computed and paid over twenty-one (21) or twenty-five (25) pay periods for teacher aides and nurses, twenty-two (22) or twenty-six (26) pay periods for ten (10) month salaried employees, and twenty-six (26) pay periods for twelve (12) month salaried employees. For teacher aides and nurses, this begins with the second pay period after school starts. An employee must select one of the pay period options by July 1. Due to required calendar pay period adjustments, certain years will contain 23 rather than 22 and 27 rather than 26 pay periods. The Business Office will provide notification of such changes.

Section 8: Payment for Work in a Higher Classification –

Any employee in a lower paid position who works temporarily in a higher paid position for two (2) consecutive days or more shall be paid an additional 50 (fifty) cents per hour above his/her rate of pay for all hours worked in the higher title retroactive to the first hour of the first day that he/she was assigned to the higher salaried or hourly rated title. The employee shall make a claim for the pay with his/her Director in the pay period following the pay period in which the work commences.

Section 9: Overtime –

- A. Payment Computation** - Each employee who works more than eight (8) hours per day and/or forty (40) hours per week shall be paid at one and one half (1 1/2) times his or her rate of pay for each overtime hour worked.
- B. Holiday/Vacation Computation** - All paid leave time including holidays and vacations shall be considered as time worked for the computation of overtime.
- C. Recall After Regular Workday** – An employee who is recalled to work after leaving the employer's premises shall be paid a minimum of two (2) hours' work at time and one-half. **All recorded time due to the call back will be**

paid at time and one-half. This provision shall not apply to regularly scheduled work periods or for prearranged additional work duties.

D. Distribution of Overtime – Overtime opportunities shall be distributed equally among all department employees.

ARTICLE NO. 11 - LEAVES

Section 1: Sick Days

A. Number of Days Granted – Each eligible employee covered under this agreement shall receive the following paid sick leave days per year:

Part-time employee (benefits)	- 9 pro-rated days
Full-time 10-month Teacher Aide & School Nurse	- 9 days
Other 10-month full-time employees	- 10 days
12-month full-time employees	- 12 days

B. Newly Hired Employee – At the end of each full month of completed service in the first full year of employment, a newly hired employee shall earn sick leave at the rate of one day per month to the maximum annual allowance.

Thereafter, beginning with the second year of employment, the full allotment of sick days shall be credited and pro-rated for the remainder of the fiscal year.

Thereafter, a full year of sick leave allotment will be credited on July 1.

C. Use –

1. An employee shall be allowed to use his/her accumulated sick leave for personal illness or injury as well as for illness or injury of a member of his or her immediate family (children and/or spouse).
2. Personnel hired, pursuant to externally funded grants or grants funded by other than the BOCES general fund budget, must use their sick leave in the year it is earned, or lose it. However, if an employee who is employed through an externally funded program is then hired by BOCES that employee's accumulated sick leave shall be maintained.
3. Sick leave may be taken in not less than half-day units.

D. Accumulation – Each employee, other than those employees identified in Section 1, Paragraph C-2 of this Article, shall be allowed to accumulate sick leave to a maximum: 1998-99 – 155 days; 1999-2000 – 160 days; 2000-2001 – 165 days; 2001-2002 – 165 days; 2002-2003 – 165 days. If as of June 15th of each year, an employee has additional days accumulated beyond the maximum, the employee will be paid twenty-five (25) percent of the per diem rate for each day in excess of the maximum.

E. Proof of Illness – An employee will be requested to provide a physician's statement of illness for themselves or immediate family member after five (5) consecutive days of paid sick leave and at ten (10) day increments thereafter until the employee returns to work. The statement shall include activity restrictions and date of expected return to her/his normal duties. **After an employee exhausts his/her allowed sick days for the year, the employee may be required to submit proof of illness after each additional day thereafter.**

F. Sick Leave for Summer Employment – If a ten-month employee or teacher aide works in July or August they shall receive 1 sick day. Sick days cannot be used in the summer months. (July/August). Unit members may use the sick day during the following school year.

G. Reduction in Work Schedule – In the event a 12- (twelve) month full-time position is reduced to a 10- (ten) month full-time position, the employee shall retain any accumulated sick leave earned at the time of the reduction of the position.

Section 2: Sick Bank

A sick bank clause may be developed and placed in this contract at some future date.

Section 3: Bereavement Days

Each employee covered under this Agreement and eligible for benefits, shall be **granted up to three (3) workdays** of bereavement leave with pay to attend services or conduct business related to each occurrence of death in the immediate family. Immediate family shall be defined as mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, brother-in-law, sister-in law, grandparent, grandchildren, or other person living in the household of the employee. Each employee covered under this Agreement and eligible for benefits shall receive **up to five (5) workdays** of bereavement leave with pay if employee must travel an aggregate of 600 (six hundred) miles in order to attend the funeral. **In addition to the bereavement days noted above, under extenuating circumstances, employees who have an accrual of at least 15 sick days may use a maximum of two (2) sick days for bereavement purposes.**

Section 4: Personal Days

Each employee covered under this Agreement and eligible for benefits, shall be granted and be allowed to use three (3) personal leave days annually without loss of pay or other leave benefits. Any employee desiring personal leave shall notify his/her Immediate Supervisor in writing one (1) day prior to taking a personal leave day(s) except in cases of emergency. Unused personal days shall be added to accumulated sick leave at the end of each fiscal year. The purpose of personal leave is that of transacting business or personal affairs which cannot be transacted at any time other than the normal workday. An employee shall not be allowed to use personal leave days the day before or the day after a vacation period or holiday unless it is approved by the District Superintendent or in the case of an emergency.

Section 5: Association Business

- A. Number of Days** – BESPAC/A may utilize ten (10) accumulative person days per year without loss of pay or leave credits except as otherwise provided herein for its members to conduct Union activities. Such activity shall include but not be limited to the following: Administration of the provisions of this Contract (except for Grievances), discussion of problems with the employer (except for Grievances) and attendance at conferences. The ten (10) accumulative person days means that BESPAC/A may designate any individuals and the employer will grant leave from work for the above purposes with such leaves not exceeding ten (10) total days of person labor for any given year.
- B. Written Notice** - In the event that the Union leave requested is for the attendance at conferences, the Immediate Supervisor of the respective employee will be given one (1) week's written notice. In all other cases, BESPAC/A will use reasonable effort to give written notice at least one (1) day before any employee is to be granted a Union leave, except in the case of an emergency.
- C. Second Shift Employees** – Second shift employees shall be free to participate in BESPAC/A functions during working hours for not more than two (2) accumulated person days (15 fifteen hours) for all such employees per year upon at least twenty-four (24) hours written notice to the employee's Immediate Supervisor. (Functions shall include but not be limited to meetings of the Unit, Local or Region, seminars, workshops, etc.) Processing of Grievances shall be in accordance with Article 24 of this Agreement between the parties. Person days whenever used in this Agreement means the number of persons off times the number of hours

off and when such product shall equal seven and one-half (7-1/2) hours this shall be considered one (1) person day. The use of this time shall not be deducted from any other accruals and shall be without loss of pay. The fifteen- (15) accumulative person hours for second shift employees shall not be accumulative from one year to the next.

Section 6: Emergency Days

In the event that a school system where a teacher aide **and/or nurse** normally reports is closed by its Superintendent due to weather or other emergency conditions and, therefore, the services of a teacher aide **and/or nurse** are not required, BOCES will pay the teacher aide **and/or nurse** the agreed hourly rate for the agreed work hours as if the school had remained open up to a maximum of ten (10) days per year. This Article would not apply in the event of a violation of the Taylor Law.

Section 7: Jury Duty & Court Appearance

Employees called for Jury Duty or subpoenaed, as a witness in a Court Action will receive leave time off from work without loss of pay. Such leave, however, is limited to the hours the employee is required by the Court to be in attendance plus necessary travel time. **Employees will be paid at their regular rate.** Mileage allowance and other expenses paid by the Court shall be retained by the employee.

Section 8: Family Care Leave

Leave of absence, without pay or benefits, may be granted by the Board for up to the lesser of the employee's length of service or one year to recuperate from any illness, or for family care purposes. Approval for these leaves shall not be unreasonably withheld.

Section 9: Personal Leave

Leaves of absence, without pay or benefits, may be granted by the Board for up to the lesser of the employee's length of service or one year for personal reasons. The approval of said leave shall be at the sole discretion of the District Superintendent and the Board of Education.

Section 10: Family or Personal Leave Extension

All requests for an extension of Family or Personal Leave beyond that originally granted shall be requested by the affected employee in writing. Family or Personal Leave granted under this Article may be extended for up to one year upon approval of the District Superintendent and Board of Education.

Section 11: Returning from Family or Personal Leave

- A. Position Returned To** – An employee returning to work after a Family or Personal leave shall be guaranteed the same position which the employee held at the beginning of the leave, if such position exists. "Same position" for Teacher Aides means: same school, same teacher, same class designation, or in the case of a one-on-one aide, the "same position" means the student to whom the aide is assigned. If the same position is not available, the returning employee shall be given a list of vacancies and the employee will be assigned to the vacancy of his/her choice prior to the placement of a new employee or a less senior employee.
- B. Rate of Pay** – An employee returning to work after a Family or Personal leave shall receive the then current rate of pay for that position for someone with that employees' number of years of experience.
- C. Notice of Return to Work** – Any employee on Family or Personal leave will be required to notify the Superintendent of his/her intention to return to work at least one month prior to the expiration of the leave. If the Superintendent has

not received timely notice, he shall send a letter of inquiry to the employee at the last known address. Failure to notify the Superintendent within two weeks after receipt of such inquiry shall be assumed to constitute a resignation.

D. Previous Accrued Leave – An employee returning to work after a Family or Personal leave shall have all previously accrued leave credits restored immediately upon his/her return to employment.

Section 12: Workers Compensation

Any employee who is injured in the performance of his/her duties shall take all appropriate steps to insure Workers' Compensation coverage. The employee will be allowed to use his/her available sick leave days in order to maintain on pay status. After the employee's case has been adjudicated, any Workers' Compensation award shall be paid directly to the District for those days that the employee received sick leave benefits. For workdays which are uncompensated by the District due to exhaustion of sick leave accruals, the Workers' Compensation payment shall be paid to the employee. The District will thereafter calculate a reimbursement for used sick days in the following manner: by dividing the amount the District is reimbursed by the employee's daily rate of pay the result shall be the number of sick days to be refunded to the employee's sick leave account.

Section 13: Family Medical Leave Act

BOCES shall consider and adhere to the rules and regulations of the Family and Medical Leave Act of 1993 (FMLA). FMLA leaves shall run concurrently with all other qualifying and approved leaves.

ARTICLE NO. 12 – HEALTH INSURANCE

Section 1: Health Insurance Plans

- A. Plan A - The District will provide, to eligible employees hired prior to July 1, 1999, the Allegany-Cattaraugus Schools Medical Health Plan with a \$50 individual and \$100 family deductible. Included with the health plan will be a seven dollar (\$7.00) brand name and four-dollar (\$4.00) generic co-pay prescription drug plan.**
- B. Plan A Option - The District will provide, to eligible employees hired prior to July 1, 1999, the option of selecting the North Americare HMO including the prescription drug plan offered by the HMO in lieu of Allegany-Cattaraugus Schools Medical Plan.**
- C. Stipend for Changing to HMO - An employee, hired prior to July 1, 1999, who selects the North Americare HMO option shall be eligible to receive a one time stipend equivalent to 50% of the annual premium savings realized between the Allegany-Cattaraugus Schools Medical Health Plan and the North Americare HMO. An employee selecting the HMO option may opt back into the Allegany-Cattaraugus Schools Medical Health Plan by paying the difference in premium with BOCES continuing to pay its share of the HMO premiums as long as the HMO remains the lesser of the two premiums.**
- D. Plan B - The District will provide, to eligible employees hired on or after July 1, 1999, the North Americare HMO including the prescription drug plan offered by the HMO.**

Section 2: Eligibility

- A. Ten (10) Month Employees** – Ten (10) month employees hired on or after September 1, 1997, who are regularly schedule to work an average of 20 or more hours per week, will be eligible for single-plan health insurance coverage upon completion of six months of continuous service. Eligible employees may opt for family coverage by paying the difference between the single and family premium. Upon the completion of two (2) years of continuous service, this group of employees will become eligible for family coverage.
- B. Twelve (12) Month Employees** – 12-month employees, working an average of 20 or more hours per week, will be eligible for single or family health insurance coverage effective on the first day of the month following their appointments.

Section 3: Enrollment

- A. Initial Enrollment** – To receive health insurance benefits, a new employee must complete an enrollment card. An employee will only become eligible for health insurance coverage upon submitting the enrollment card to the finance office.
- B. Change in Family Status** – A change in family status requires the employee to complete a new enrollment card.
- C. Re-enrollment Following Unpaid Leave** – An employee must complete a new enrollment card upon return from an unpaid leave of absence or following any lapse in coverage.
- D. Open Enrollment** – September 1, through September 30, shall be established as the open enrollment period for health insurance plans each school year. An employee may select and/or change their medical insurance coverage during the open enrollment period. Once elected, the

coverage may not be changed during the year, except in the case of marriage, divorce, birth or adoption of a child, death, etc. Employees who lose coverage from another plan, after the open enrollment period, shall be eligible for coverage as defined in Section 2, Eligibility, at the beginning of the next calendar month following the loss of coverage. Verification of loss of coverage may be requested by the District.

Section 4: Contribution

- A. District Contribution for Ten (10) Month Employee** – The District will pay ninety percent (90%) of the annual health insurance premium for 10-month employees who are eligible for health insurance coverage. Such employees will receive 12 months of health insurance coverage from September through August. The employees' premium contribution will be made by payroll deduction September through June 30.
- B. District Contribution for Twelve (12) Month Employees** – The District will pay ninety-five percent (95%) of the annual health insurance premium for all employees who work more than 10 months and who are eligible for health insurance coverage.
- C. Contributions to IRS 125 Account** – All health insurance contributions are placed into an IRS 125 account and such deductions are made before taxes.

Section 5: Options in Lieu of Health Insurance – Unit employees who would be eligible for the Health Insurance can elect to forego coverage. In lieu of such coverage they would receive the following cash option:

- A. Cash Option For Employees Other Than Teacher Aides** – Employees shall receive Six Hundred Dollars (\$600) cash paid in a separate check on the last pay period in June of each fiscal year. **Effective July 1, 1999 this payment**

will be One Thousand Dollars (\$1,000) paid in a separate check on the last pay period in June of each fiscal year.

B. Options For Teacher Aides – Teacher Aides may elect one of the two options below:

1 Six Hundred Dollars (\$600) cash paid in a separate check on the last pay period in June of each fiscal year. **This payment will be One Thousand Dollars (\$1,000) effective July 1, 1999, or**

2 Two dollars (\$2) more per hour. If this option is selected, the teacher aide will receive none of the following: health insurance, prescription plan, sick days, personal days, nor paid holidays. **This option will only be available for teacher aides hired prior to July 1, 1999. The opportunity to select this option will terminate on June 30, 2002. On July 1, 2002 any teacher aide who continues this option through June 30, 2002 may enjoy the benefit until such time they decide to terminate the option. After June 30, 2002, if the option is terminated, the teacher aide may not opt back in.**

The option selected will be made at the beginning of each school year effective October 1 of each year.

Section 6: Eligibility Requirements For Options in Lieu of Health Insurance – In order to be eligible for one of the options available in Section 5 of this Article, the unit employee must adhere to the following requirements:

A. Written Request – Unit employees must file a written request with the Business Office prior to October 1 of the fiscal year stating that they wish to forego such health coverage and prescription plan coverage.

B. Changes in Circumstances – By filing the written request and accepting an option in Section 5 of this Article, the unit employee agrees that they will not seek insurance or drug co-pay coverage for the entire fiscal year unless circumstances change where the employee is no longer covered by another health insurance plan. If circumstances do change, written request for health insurance will be given to the Business Office for such coverage outlining the reason(s) for change. Insurance will then be provided on the first day of the month after such written notification and after completing the enrollment card. The cash option in Section 5 will be pro-rated for that period on non-coverage. For teacher aides who elected the two-dollar (\$2) more per hour option, their hourly rate will be reduced by two dollars (\$2) per hour.

Section 7: Duplication of Coverage – Employees electing the health insurance coverage, as provided for in this Agreement, must guarantee that double coverage does not exist. Double coverage is considered to occur where two separate premiums are paid in the name of the same individual or individuals to Allegany-Cattaraugus Schools Medical Health Plan. If it is discovered that BOCES is paying premiums that provide duplicate coverage for employees or family members of employees, the premium payment for the individual or individuals will be discontinued for the remainder of the Agreement period and the amount of overpaid premiums will be reimbursed to BOCES.

ARTICLE NO. 13 - RETIREE HEALTH INSURANCE

Health Insurance coverage for retirees will be based upon a formula which combines length of service (one full year = 40 weeks = 1 unit) and the retiring person's age.

Section 1: Eligibility

A. Hiring Date to Qualify – Unit members hired on or before October 1, 1989 will be eligible for this benefit.

- B. Qualify for ERS Retirement** – To be eligible for this benefit, a unit member must qualify for retirement under the State Retirement System and have earned, through the employ of this BOCES twenty (20) years (units) of credit in the classification of full-time as defined in Article 6 of this contract.
- C. Notice of Retirement** – Retiring employees are required to give notice of retirement six (6) months prior to the date of retirement. At the time of such notice, it will be the employee's responsibility to obtain information from the BOCES Personnel Office concerning health insurance coverage in retirement. If the retiring employee wishes to remain in the group under which he/she was covered prior to retirement, the employee will be allowed to do so if such coverage is available.
- D. Decision to Participate After Retirement** – Persons who are eligible for this benefit but decline coverage at the time of retirement can be covered at a later date subject to the normal terms and conditions of coverage of the insurance carrier. The length of time and percentage of coverage will be the amount remaining as if coverage had begun at the first date of eligibility.
- E. Continuation After Exhaustion of Paid Benefits** – Following exhaustion of paid benefits, retirees can continue group coverage by paying one hundred (100%) percent of the premium to BOCES through separate agreement.

Section 2: Determining Service Credit (See Appendix B)

For each full year of service, the employee shall gain a two (2%) percent credit paid by BOCES toward the payment of the plan. A minimum of twenty- (20) weeks employment in a single year is required to be eligible for any retirement credit for that year and to have the year count toward total units of service on a pro-rata basis. (e.g. 20 weeks = 1/2 year; 30 weeks = 3/4 year.) Such credit will accrue annually until it reaches forty (40%) percent (for twenty (20) full years). For the 21st year of service and

beyond the unit member gains one (1%) percent credit annually. The plan is designed to provide coverage until the retiree reaches 65 or when Medicare eligibility begins. For those who choose to retire at age 56 and after with greater than twenty (20) years (units) of service, a second coverage option becomes available. Such options provide for either a greater contribution percentage by BOCES as determined by years of service until age 65 or for ten (10) years coverage at a rate of thirty-five (35%) percent.

Section 3: Prescription Drug Exclusion -

Prescription drug coverage will not be included in any plan but the retiree may purchase such coverage through the group by separate agreement if such coverage is offered to the group. See Appendix B.

ARTICLE NO. 14 - EMPLOYEE RETIREMENT SYSTEM

Section 1: ERS Retirement Plan - The employer shall provide employees covered by this contract a retirement plan identified as Section 75 (I) of the New York State Employees Retirement System and in addition shall provide Tier II members of this system with Section 41 (J) and shall provide Tier I members of this system with Sections 41(J) and 60 (B).

Section 2: Death Benefits - The District will provide the ordinary death benefits of 60 (B) to Tier II unit members who qualify with the Employee's Retirement System.

Section 3: Written Application for Enrollment - Upon written application to join the retirement system enrollment will be automatic unless the employee refuses in writing.

ARTICLE NO. 15 - HOLIDAYS

Section 1: Full-time Twelve (12) Month Employees – Full-time twelve (12) month employees shall be paid for the following holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Day before or after Christmas
Christmas Day

Section 2: Full-time Ten (10) Month Employees (Teacher Aides and Nurses, see Section 3 below) - Full-time ten (10) month employees shall be paid for all of the above holidays except Independence Day.

Section 3: Full-time Teacher Aide and School Nurse – Full-time Teacher Aides and School Nurses, entitled to benefits by definition, shall receive ten (10) paid holidays as identified on the annual office calendar.

Section 4: Part-time Employees: Part-time employees, entitled to benefits by definition, shall receive the same paid holidays as identified in the office calendar provided the holiday falls on a day the part-time employee is scheduled for work.

Section 5: Saturday & Sunday Holidays - If a holiday falls on a Saturday then the holiday will be observed on Friday and if the holiday falls on a Sunday, then the holiday will be observed on Monday.

Section 6: Work on a Holiday - If an employee works on one of the above listed holidays, such employee shall receive one and one half (1-1/2) times his or her rate of pay for each hour worked plus his/her holiday pay.

Section 7: Compensatory Holidays - If a holiday(s) falls on a day off of the full-time employee, the employee shall receive a compensatory day(s) off at his/her choice in lieu of the holiday(s).

Section 8: Holiday Pay - The employee shall receive their holiday pay in the pay period in which the holiday is observed.

Section 9: Holidays Excluded for Calculation of Workdays - Paid holidays in this Agreement are in addition to the workdays indicated in Article 9, Section 3.

ARTICLE NO. 16 - VACATION

Section 1: Eligibility: Vacation benefits apply to 12-month employees and 10-month employees who work 37½ hours per week. Vacation benefits do not apply to employees who work only during periods of student attendance.

Section 2: Written Request: Prior to any unit employee taking vacation, the employee must provide one (1) week's written notice to the Director or immediate supervisor of his/her intent to take such vacation time.

Section 3: Anniversary Date: The amount of paid vacation an employee will receive is based upon July 1 as an anniversary date of service at this BOCES.

Section 4: Number of Vacation Days:

A. Twelve-Month Employees:

1 Accumulation – Shall receive vacation with full pay in accordance with the following:

- **For the first year of employment, newly hired employees shall earn one (1) day of vacation for each full month of employment, up to a maximum of ten (10) days, to be credited on the next July 1 following employment. Thereafter, the full allotment shall be credited on July 1 of each year;**
- After one (1) full year of service - ten (10) days
- After five (5) full years of service - fifteen (15) days

- **After ten (10) full years of service** - one (1) additional day for each year of service after the 10th year, up to a maximum of twenty (20) days.

2 Scheduling Vacation – The scheduling of vacation shall be allowed at any time during the fiscal year, unless the District shows good and sufficient cause as to why the employee cannot take such vacation.

3 Carryover and Notice – A maximum of five (5) days of vacation shall be allowed to carry over from year to year. Not later than May 31, the employer agrees to notify those employees who are eligible to carry over vacation if it appears they may exceed the five (5) days accrual of the excess. Not later than June 15, said employee(s) shall notify the employer that he/she wishes to liquidate those days in excess of five (5) days for cash. Not later than the last pay day of June, the employer agrees to pay the employee for any vacation accruals in excess of five (5) days.

B. Ten-Month Employees:

1 Accumulation – Ten-month employees shall receive vacation with full pay in accordance with the following:

- **For the first year of employment, newly hired employees shall earn one (1) day of vacation for each full month of employment, up to maximum of eight (8) days, to be credited on the next July 1 following employment. Thereafter, the full allotment shall be credited on July 1 of each year;**

- After one (1) full year of service - eight (8) days;

- After five (5) full years of service - twelve (12) days.

2 Scheduling Vacation – Employees shall be allowed to take vacation only during periods of school recess.

3 Carryover – There will be no carry over of vacation allowed.

C. Employees Hired Under Grants or External Funds – Employees entitled to vacation time must use the vacation in the year in which it is earned or lost it, unless they have postponed the use at management's request. In such case they shall use the vacation as soon as possible or be paid for the unused vacation time.

Section 5: Staffing Conflict Due to Vacation Request – If a staffing problem is determined by the Division Director to exist within a department, vacation preferences shall be given to the employee(s) with the most seniority. An employee with more seniority than another cannot use his/her seniority to bump a less senior person from scheduled vacation time if written application has already been submitted. If more than one employee submits a vacation request on the same day, the employee with the most seniority shall have preference. In any instance where vacation is denied, the affected employee shall then be allowed to select alternative vacation periods.

Section 6: Separation From Service – Upon death, retirement, or other type of separation from service, the employer shall pay the employee, his/her beneficiary, or his/her estate for all unused vacation days earned in the previous fiscal year, as well as for all days earned in the fiscal year in which one of the above events occur at the employee's current rate of pay. Persons leaving employment during the course of a year shall have their vacation time pro-rated to their last day of work.

Section 7: Reduction in Employment – In the event a 12-(twelve) month position is reduced to a 10-(ten) month position, the employee shall be paid any vacation time earned at the time of the reduction.

ARTICLE NO. 17 – EMPLOYEE ASSISTANCE PLAN

BOCES will provide an Employee Assistance Plan. BOCES will pay the administrative/premium costs for this plan. Referrals to professional providers outside of the Employee Assistance Program are not covered by the plan and such costs would be the sole responsibility of the employee.

ARTICLE NO. 18 – FLEX PLAN

Section 1: IRS 125 Plan – The BOCES will establish an IRS 125 Plan for members. BOCES will pay administrative costs, and any money left at the end of the year will be applied to paying the administrative fee for the next year. Such Plan shall have four (4) types of accounts: Medical Premium, unreimbursed Medical, Optical, Dental, Dependent Care, and Qualified Insurance Premium. In the Unreimbursed Account, unit members with at least one year of service but less than three years of service can contribute up to five hundred dollars (\$500.00) per year; unit members with three or more years up to two thousand dollars (\$2,000.00) per year toward health care. In the Dependent Care Account, the limit is to be five thousand dollars (\$5,000.00) per year for any member. The Plan year will begin on October 1, each year.

Section 2: Open Enrollment – September 1, through September 30, shall be established as the open enrollment period for the flex benefit plan (IRS 125) each school year. The unit member may elect or change their contribution to the flex benefit plan once each year during the open enrollment period. Once elected, options may not be changed during the plan year except in the case of marriage, divorce, birth or adoption of a child, or death. Verification of change may be requested by the district.

ARTICLE NO. 19 - JOB-RELATED COURSE

Section 1: Approval/Total Funding/Cost Reimbursement – Effective July 1, 1999, BOCES will pay sixty (60) percent of the cost of tuition, books, and lab fees of job-related courses taken by employees which are not reimbursed by grants or other outside sources and which improve their job skills. Prior approval must be granted, in writing, by the **Division Director. A grade of C or better must be attained at the completion of**

the course. In any one fiscal year BOCES will not be obligated to expend a total sum for job-related coursework in excess of **four thousand dollars (\$4,000)**. **No more than \$1,000 will be approved for an individual in one fiscal year (July 1-June 30).**

Coursework for a certification or license that is required to remain employed shall not be reimbursable. Requests for coursework reimbursement will only be considered for the next semester or term. Reimbursement of coursework will be offered on a first come-first served basis. The employee must provide a receipt for payment of tuition and a final transcript of the final grade for reimbursement. No unused portion of the **\$4,000 annual allowance** is to accrue from year to year. An annual accounting will be rendered to the Association **upon request.**

Section 2: Adult Education Classes – The employer agrees that any of its employees covered by this agreement shall be eligible to enroll in BOCES Adult Education classes at a cost of forty percent (40) of the registration cost for such classes. An eligible employee must identify him/herself as a BOCES employee at the time of registration. BOCES will reimburse the employee for the amount paid for the class if minimum enrollment to justify the class has been met before the course runs without considering unit members. All supply costs are to be borne by the employee.

Section 3: Substitute Teacher Course – Teacher Aides shall be allowed to take the BOCES course for substitute teachers free of fees.

ARTICLE NO. 20 - MEAL ALLOWANCE, MILEAGE, AND PROTECTIVE CLOTHING

Section 1: Meal Allowance – An employee who is required to travel in connection with his or her employment shall be reimbursed for meals if the employee is required to travel outside of the BOCES service area. **Reimbursement will be at the per diem rate of a maximum of \$36, upon the submission of receipts.**

Section 2: Mileage – All BOCES personnel covered by this contract shall be paid the IRS allowable rate per mile on all authorized business for BOCES. **Rate changes will become effective within thirty days of notification by the IRS. No retroactive adjustments will be made.** The mileage allowance will not apply to Superintendent's Conference Days.

Section 3: Protective Clothing – The District will provide protective coveralls in either small, medium, or large sizes and make such coveralls available in the truck for those unit members who must travel to component school districts and because of the nature of their job protective clothing is necessary. Additionally, two smocks shall be made available in the Technician Shop area for use by those employees within that shop area who, because of their work, experience dirty or unclean circumstances and a smock would protect their clothing. Any unit member who uses protective coveralls or smocks will be responsible to see that such protective clothing is returned to where it belongs and insures that it is not lost or stolen.

ARTICLE NO. 21 - PERSONNEL FILES

Section 1: File Contents -

No material related to an employee's conduct, performance, character or personality, which is derogatory in nature, shall be placed in the personnel file of an employee without notification to the employee. The employee shall receive a copy of any material of this nature prior to the original being placed in his/her file, the original shall be signed by the employee and such signature indicates only that the employee has read the material. The employee has the right to submit an answer to such material **within 15 days**, and to have it attached to the original document to which it responds.

Administrators shall have discretion to place information of a positive nature indicating special competence, achievements, performance or contributions in such file.

Employees will be permitted to submit such material to their Supervisors for placement in their files and shall be denied this right only if such material is excessively voluminous and is not relevant to their training or position.

Section 2: Refusal to Sign Documents – If an employee refuses to sign such material, BOCES has the right to have a witness sign such material indicating that the employee has seen such material and refused to sign. Following the signature of the witness, the material will be placed in the employee's file.

Section 3: Review of Personnel File –

An employee shall have the opportunity to review their personnel file in the presence of an appropriate District official upon two (2) days' notice. An employee, while inspecting their file, may be accompanied by an Association representative. The employee may request a copy of any material in their file. This shall not include information placed in the employee's file concerning recommendations for employment from agencies or persons outside of BOCES for which BOCES has agreed to maintain confidentiality.

Section 4: File Location - The employer agrees that there shall be only **one (1) official personnel file, which will be located in the Central Office and accessed through the Personnel Office.**

ARTICLE 22 – EVALUATIONS

Employees shall be evaluated twice yearly for their first three (3) year of employment. Thereafter, evaluations shall be completed at least once per year. If more than one evaluation is necessary in any year after the first three years, then these subsequent evaluations will be completed by the administrative supervisor. Any concerns should be brought up as they occur by the supervisor and/or teacher so that problems can be corrected before the evaluation. An employee may request additional evaluations for the purpose of improvement of performance.

ARTICLE NO. 23 - GRIEVANCE PROCEDURE

Section 1: Definitions –

- A. Employee** shall mean any employee(s) or groups of employees in the negotiating unit or the Union.
- B. Chief School Officer** shall mean the District Superintendent or his designee.
- C. Immediate Supervisor** shall mean the employee's Director, Program Manager, Special Education Supervisor, Principal, or Staff Specialist.
- D. Representative** shall mean the person or persons designated by the Union on behalf of the grieved employee.
- E. Grievance** shall mean any violation, misinterpretation or misapplication of any provision of this Agreement.
- F. Decision** shall mean the determination or report made by an Immediate Supervisor, Director, Chief School Officer, Board of Education of BOCES or arbitrator after the Grievance is heard or submitted as provided by this Procedure.
- G. Days** shall mean all days other than Saturdays, Sundays or holidays. Saturdays, Sundays and holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this Procedure.
- H. BOCES Board** shall mean the legislative body of the BOCES District.
- I. A Written Grievance** shall be a form containing the following information:
 - 1. The name of the employee and position
 - 2. The date when and place where the alleged events occurred if known
 - 3. A general statement of the Grievance
 - 4. Redress sought by the employee
 - 5. The specific provision or provisions violated by BOCES
 - 6. Designated representative(s) of the employee

Section 2: Interference/Coercion/Reprisal – No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or any member of the administration against the aggrieved party, any representative, or any other participant in a grievance procedure by reason of such grievance or participation therein.

Section 3: Procedure Stages –

- A. First Stage:** (a) Within thirty (30) days of the time the employee knew or should have known that a Grievance has occurred, such employee will discuss it with his/her Immediate Supervisor either directly or through a representative with the objective of resolving the matter informally. The Supervisor will confer with all parties in interest and shall make such investigation as **deemed** appropriate.
- (b) If the Grievance is not resolved informally, it shall be reduced to writing and presented to the appropriate Director within five (5) days. Within ten (10) days after the written Grievance has been presented to him/her, the Director shall make his/her Decision in writing and send such Decision to the employee presenting the Grievance and his representative, if any.
- (c) If in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance, in writing, **within thirty (30) days** to the Director and the processing of such grievance shall commence at that level. The Association shall have the exclusive right to pursue and initiate such grievance.
- B. Second Stage:** If the employee/Association is not satisfied with the decision of the Director, **the Association** may appeal the written grievance to the Chief School Officer for his/her review and determination of such Grievance within ten (10) days of the decision at the first stage. A copy of the written Grievance shall be sent to the Director. Within ten (10) days of the appeal, the Chief

School Officer or his/her designee shall hold a hearing with the employee and his/her representative and all other parties in interest. The Chief School Officer or his/her designee shall render a decision in writing to the employee and his/her representative within ten (10) days after conclusion of the hearing.

- C. Third Stage:** If the Association is not satisfied with the decision of the Chief School Officer, **the Association** may appeal the Grievance to the Board of Education of BOCES for its review and determination within ten (10) days of the receipt of the Decision at the second stage.

The written Grievance shall contain the same information as **the Association** provided to the Chief School Officer. A copy of the written Grievance shall be sent to the Chief School Officer.

The BOCES Board or a committee of Board members (no less than four) shall hold a hearing within thirty (30) days of receipt of the written Grievance. The Board of Education shall render a decision at the next regularly scheduled Board meeting following the hearing and transmit that decision to the employee and/or his representative.

- D. Fourth Stage:** If the Association is not satisfied with the decision of the BOCES Board, **the Association** shall be allowed to submit the Grievance to final and binding Arbitration by written notice to the BOCES Board Clerk within fifteen (15) days of the Decision at Stage Three. The Notice for Arbitration shall comply with CPLR Section 7503 (c) requirements. Within five (5) days after such written request is submitted to the BOCES Board Clerk, **the Association** will request a list of Arbitrators from the American Arbitration Association. The parties will then be bound by the rules and

procedures of the American Arbitration Association in the selection of an Arbitrator.

The selected Arbitrator will hear the matter promptly and will issue his Decision not later than thirty (30) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The Arbitrator's Decision shall be in writing and will set forth his findings of fact, reasoning and conclusions on the issues. The cost of the Arbitrator shall be borne equally by both parties.

The Arbitrator shall have no power to make any Decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement and the Arbitrator is prohibited from adding to or changing this Agreement.

The Arbitrator's award and Decision shall be final and binding on all parties.

Section 4: Basic Principles –

A. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a Grievance at the earliest possible stage is encouraged.

B. An employee shall have the right to present Grievances in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal or loss of pay or leave credits.

C. An employee shall have the right to be represented by the Association at any stage of the procedure, but no other employee organization may institute a Grievance or represent an employee in the processing of a Grievance. If the Association does not act as the representative of the employee, its

representative shall be notified of all proceedings, allowed entrance to all such proceedings and shall be sent all decisions.

D. Each party to a Grievance shall have access at reasonable times to all written statements and records pertaining to such Grievance.

E. All hearings are confidential.

F. Since it is important to good relationships that Grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limitations specified herein for either party may only be extended by mutual agreement in writing and it is understood and agreed between BOCES and **the Association** that time is of the essence and strict compliance with the time limitations for performance of BOCES or **the Association** as stated herein must be satisfied or the particular Grievance shall be deemed waived at any stage of the Grievance procedure and/or granted as the case may be. The Grievance shall not be considered denied or waived due to failure of the Arbitrator to perform within the time limitations herein stated.

G. **Both the Association and BOCES agree to use reasonable effort to conduct Association affairs or process and investigate Grievances of second shift employees during first shift working hours thereby not requiring second shift employees to be absent from the second shift assigned duties.**

H. **Both the Association and BOCES agree to use reasonable effort to conduct Association affairs or process and investigate Grievances of first shift employees during periods outside of the normal working hours.**

ARTICLE 24 - EMPLOYEE RECOGNITION

The District and the Association agree that a reception will be held each year to honor retirees and recognize employee service with the District. The reception may include food and token service awards provided by the District and/or the Association.

ARTICLE NO. 25 - LIAISON COMMITTEE

A Liaison Committee made up of the Association president, a BESPAC representative from each center and a teacher aide, along with the BOCES Personnel Manager and at least one administrative designee, shall meet to discuss employee concerns as needed.

ARTICLE NO. 26 - SAVINGS CLAUSE

Section 1: Article Violation of Law: If any Article or part thereof of this Agreement or any addition thereto should be decided as in violation of any Federal, State or Local Law, or if adherence to or enforcement of any Article or part thereof should be restrained by a Court of Law, the remaining Articles of the Agreement or any addition thereto shall not be affected.

Section 2: Negotiation of An Article Violation of Law: If a determination or decision is made as per Section 1 of this Article, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof.

ARTICLE NO. 27 - LEGISLATIVE PROVISION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW PROVIDING THE ADDITIONAL FUNDS THEREFOR

**SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY
HAS GIVEN APPROVAL.**

ARTICLE NO. 28 - DURATION

**The duration of this contract shall be for a period from July 1, 1998, through
June 30, 2003. It is agreed that negotiations shall not be reopened unless as
provided in this agreement under a specific Article for any purpose.**

IN WITNESS WHEREOF, the parties of this Agreement have caused
this Agreement to be executed on the 8th day of July, 1999
with its effective date July 1, 1998.

MICHAEL KUC
BOCES BESPA Co-President

JOHN H. GRANT
District Superintendent

KIM WOLFROM
BOCES BESPA Representative

THOMAS P. NICKLER
BOCES Representative

Signatures on file

APPENDIX A

LAYOFF UNIT FOR ARTICLE NO. 21

Employees as provided in Article No. 21 of this Contract may exercise seniority and/or title seniority bumping, layoff or recall rights based upon the employee's position as follows:

- 1) Special Ed. Teacher Aides.
- 2) Occ. Ed. Teacher Aides.
If the unit member had prior experience in another category the unit member may be allowed to bump into that category in the event of a layoff. This subparagraph shall only apply to the teacher aides in the Occupational Education Division and will not apply to any teacher aides in the Special Education Division.
- 3) The following positions may utilize seniority rights for bumping, recall, and layoff as follows:
 - a) Senior Maintenance Mechanic may exercise such rights into the lower positions b-d below.
 - b) Maintenance Mechanic may exercise rights into the lower positions at c-d below.
 - c) Maintenance worker may exercise rights into the lower positions at d below.
 - d) Cleaner may not exercise any seniority rights into any other titled position but may only exercise title seniority rights.
- 4) All other non-competitive positions may exercise title seniority only.

APPENDIX B

BOCES CLASSIFIED EMPLOYEES' RETIREE HEALTH INSURANCE

YRS. OF SERV.		20		21		22		23		24		25		26		27		28		29		30	
AGE	OPTION	%	YRS	%	YRS	%	YRS	%	YRS	%	YRS	%	YRS	%	YRS	%	YRS	%	YRS	%	YRS	%	YRS
55	1	40%	10	41%	10	42%	10	43%	10	44%	10	45%	10	46%	10	47%	10	48%	10	49%	10	50%	10
55	2	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
56	1	40%	9	41%	9	42%	9	43%	9	44%	9	45%	9	46%	9	47%	9	48%	9	49%	9	50%	9
56	2	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10
57	1	40%	8	41%	8	42%	8	43%	8	44%	8	45%	8	46%	8	47%	8	48%	8	49%	8	50%	8
57	2	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10
58	1	40%	7	41%	7	42%	7	43%	7	44%	7	45%	7	46%	7	47%	7	48%	7	49%	7	50%	7
58	2	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10
59	1	40%	6	41%	6	42%	6	43%	6	44%	6	45%	6	46%	6	47%	6	48%	6	49%	6	50%	6
59	2	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10
60	1	40%	5	41%	5	42%	5	43%	5	44%	5	45%	5	46%	5	47%	5	48%	5	49%	5	50%	5
60	2	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10
61	1	40%	4	41%	4	42%	4	43%	4	44%	4	45%	4	46%	4	47%	4	48%	4	49%	4	50%	4
61	2	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10
62	1	40%	3	41%	3	42%	3	43%	3	44%	3	45%	3	46%	3	47%	3	48%	3	49%	3	50%	3
62	2	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10
63	1	40%	2	41%	2	42%	2	43%	2	44%	2	45%	2	46%	2	47%	2	48%	2	49%	2	50%	2
63	2	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10
64	1	40%	1	41%	1	42%	1	43%	1	44%	1	45%	1	46%	1	47%	1	48%	1	49%	1	50%	1
64	2	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10
65	1	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
65	2	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10	35%	10

% = BOCES CONTRIBUTION

APPENDIX C

GROUP 1 - AIDES	98-99	Hourly	99-00	Hourly
Teacher Aide		\$ 5.73		\$ 6.25*
Food Service Helper		\$ 5.73		\$ 6.25
Educational Material Aide	\$12,285		\$12,870	
Senior Educational Material Aide	\$12,870		\$13,370	

*Teacher Aides required to know & use sign language in their assignment shall be paid an additional \$.50/hr. premium.

GROUP 2 - CLERICAL		
Data Entry Operator	\$13,100	\$13,650
Reception Clerk	\$13,100	\$13,650
Sub Service Clerk	\$13,100	\$13,650
Typist/Keyboard Specialist	\$13,500	\$14,200

GROUP 3 - MAINTENANCE/OPERATIONS		
Cleaner	\$13,000	\$13,500
Maintenance Worker	\$17,000	\$18,000
Maintenance Mechanic	\$18,700	\$19,500
Senior Maintenance Mechanic	\$23,000	\$24,000

GROUP 4 TECHNOLOGY		
ETV Operator	\$13,100	\$13,650
Microcomputer Specialist	\$17,000	\$18,000
Electronic Equipment Technician	\$18,500	\$20,000
Sr. Electronic Equipment Technician	\$26,000	\$27,000

GROUP 5 MISC. UNRANKED			
School Nurse		\$ 9.50	\$ 9.75
Driver Courier	\$12,156		\$12,800
Employment & Training Assistant	\$15,000		\$15,405
Retail Associate, Little Apple	\$15,000		\$15,405
Adult Education Recruiter	\$15,000		\$15,405
Records/Receiving Clerk	\$18,000		\$18,700
Safety Technician	\$18,500		\$20,000
Cook Manager (10 mo. Rate)	\$20,312		\$23,100
Graphic Artist	\$25,000		\$25,650

Salaries represent 12 mos. (except as noted) and shall be prorated for less than 12 months and/or less than 37.5 hours/week. To convert salaries to an hourly rate, divide 12 mo. Salary by 1950 hours. (260 days @ 7.5 hours/day = 1950).

To convert 12 mo. Salary to a 10 mo. Full time (37.5 hours/week) divide 12 mo. Salary by 12, multiply by 10; for 10 mo. Hourly rate, divide by 1650 hours. (220 days @ 7.5 hours/day) = 1650). Teacher Aides/School Nurses work 180 days/or periods of student attendance. To convert to a salary, multiply hourly rate x hours/day x days/year.

4/29/99

I:/person-l/general/appendix c w-o hourly rates

APPENDIX D
GRIEVANCE FORM

(1) Employee's Name: _____.

Employee's Position: _____.

(2) I discussed this Grievance with (Immediate Supervisor's Name):

_____ on (date): _____.

(3) Give brief statement of facts of the incident which gave rise to

the Grievance: _____

_____. This took place on (date): _____.

(4) I believe that incident violates paragraph(s) of the Agreement:

_____.

(5) To correct this situation, I ask the District to do the following:

_____.

(6) My designated representative is: _____.

Employee's Signature: _____

Date submitted Stage One: _____

Date submitted Stage Two: _____

Date submitted Stage Three: _____

APPENDIX E

LONGEVITY CREDIT CALCULATION

1998-99; 1999-00; 2000-01; 2001-02; 2002-03 CREDIT

EMPLOYMENT BEGAN BETWEEN	CREDIT 10/01/98	CREDIT 10/01/99	CREDIT 10/01/00	CREDIT 10/01/01	CREDIT 10/01/02
10/1/92 - 9/30/02	0	0	0	0	0
10/1/91 - 9/30/92	0	0	0	0	1
10/1/90 - 9/30/91	0	0	0	1	1
10/1/89 - 9/30/90	0	0	1	1	1
10/1/88 - 9/30/89	0	1	1	1	1
10/1/87 - 9/30/88	1	1	1	1	1
10/1/86 - 9/30/87	1	1	1	1	2
10/1/85 - 9/30/86	1	1	1	2	2
10/1/84 - 9/30/85	1	1	2	2	2
10/1/83 - 9/30/84	1	2	2	2	2
10/1/82 - 9/30/83	2	2	2	2	2
10/1/81 - 9/30/82	2	2	2	2	3
10/1/80 - 9/30/81	2	2	2	3	3
10/1/79 - 9/30/80	2	2	3	3	3
10/1/78 - 9/30/79	2	3	3	3	3
10/1/77 - 9/30/78	3	3	3	3	3
10/1/76 - 9/30/77	3	3	3	3	3
10/1/75 - 9/30/76	3	3	3	3	3
10/1/74 - 9/30/75	3	3	3	3	3
10/1/73 - 9/30/74	3	3	3	3	3
10/1/72 - 9/30/73	3	3	3	3	3
10/1/71 - 9/30/72	3	3	3	3	3
10/1/70 - 9/30/71	3	3	3	3	3
10/1/69 - 9/30/70	3	3	3	3	3
10/1/68 - 9/30/69	3	3	3	3	3

MEMORANDUM OF AGREEMENT
BETWEEN
THE CATTARAUGUS-ALLEGANY-ERIE-WYOMING BOCES
AND
BOCES EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

The Cattaraugus-Allegany-Erie-Wyoming BOCES (BOCES) and the BOCES Educational Support Personnel Association (BESPA) hereby agree to the following amendment to the collective bargaining agreement between the parties:

The parties agree to amend the duration of the current contract that was initially effective July 1, 1998 through June 30, 2003 for three (3) additional years through June 30, 2006. As such, Article No. 28 – Duration shall be amended as follows:

“The duration of this contract shall be for a period from July 1, 1998, through June 30, 2006. It is agreed that negotiations shall not be reopened unless as provided in this agreement under a specific Article for any purpose.”

Corey Ha
Corey Ha, President, BESPA

Robert D. Olczak
Dr. Robert Olczak, District
Superintendent

5/6/03
date

5-6-03
date

